

**LABOR-MANAGEMENT RELATIONS AGREEMENT**  
**BETWEEN**  
**BERGEN COUNTY BOARD OF SOCIAL SERVICES**  
**AND**  
**COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO**  
**JULY 1, 2006 THROUGH JUNE 30, 2009**

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Except as otherwise stated herein, this agreement to become effective on the \_\_\_\_ day of \_\_\_\_\_, 2006 between the BERGEN COUNTY BOARD OF SOCIAL SERVICES, hereinafter referred to as the "Board", and COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO, hereinafter referred to as the "Union".

**ARTICLE 1**  
**UNION RECOGNITION**

The Bergen County Board of Social Services agrees to recognize the Communications Workers of America, AFL-CIO, as the sole and exclusive collective bargaining representatives of the full- and part-time employees in the following job titles (including the bi-lingual variant):

**Clerical**

Account Clerk  
Building Maintenance Worker  
Clerk  
Clerk Steno  
Clerk Transcriber  
Clerk Typist  
Data Control Clerk  
Data Entry Machine Operator  
Interpreter  
Principal Account Clerk  
Principal Clerk  
Principal Clerk Steno  
Principal Clerk Typist  
Records Retrieval Operator  
Sr. Bldg. Main. Worker  
Senior Account Clerk  
Senior Clerk  
Senior Clerk Steno  
Senior Clerk Transcriber  
Senior Clerk Typist  
Senior Data Entry Machine Operator  
Telephone Operator  
Word Processing Operator

**Professional**

Accounting Assistant  
Human Services Specialist 1  
Human Services Specialist 2  
Human Services Specialist 3  
Investigator CWA  
Social Worker  
Social Worker Specialist  
I.M. Aide  
Social Services Technician  
Graduate Nurse

excluding confidential secretaries, confidential employees and supervisors within the meaning of the Act.

Upon an employee being appointed a provisional supervisor, or to any other excluded position as previously indicated, the employee is automatically excluded from the bargaining unit.

Whenever an employee is removed from the Bargaining Unit due to the confidential nature of his/her work or due to his/her promotion into an excluded position, the Board will provide notification to the Union within thirty (30) days of removal. Whenever an employee in the Bargaining Unit leaves the Union, the Union will provide notification to the Board within thirty (30) days of such leaving.

The Board will not assign Bargaining Unit Title to non-bargaining unit employees.

If the Board creates a new position, prior to filling it, the Board shall notify the Union of the Board's views concerning inclusion or exclusion in the negotiation unit and, if included in the unit, the salary range that the Board intends to assign to the position.

## ARTICLE 2 TERM OF AGREEMENT

Except as otherwise stated herein, this agreement shall be in force and effect from July 1, 2006 through June 30, 2009.

## ARTICLE 3 COLLECTIVE BARGAINING PROCEDURES

A. Collective bargaining with respect to rates of pay and matters which directly affect the work and welfare of the bargaining unit, subject to the applicable provisions of law, shall be conducted by the duly authorized bargaining agent of each of the parties. Not more than four (4) additional representatives and one (1) alternate of each party shall participate in collective bargaining meetings, except by consent of both parties.

B. Collective bargaining for the contract period beginning July 1, 2009, shall commence on or before February 20, 2009. The Union shall submit a written request to schedule a meeting to exchange written contract demands as soon as possible after January 15, 2009. The written request shall include five (5) proposed meeting dates between January 15 and February 20, 2009. Proposed meeting dates shall be regular business days. Management will then choose at least one date from this list and notify the Union of its choice.

C. The bargaining sessions shall begin at a mutually agreed upon time on the date agreed upon and Union representatives (not exceeding the number shown in Section A. of this Article) on duty that day shall be permitted to attend that bargaining session and subsequent regularly scheduled bargaining sessions without loss of pay.

D. The duly authorized bargaining representatives shall be allowed release time prior to and after the labor-management negotiating sessions. These sessions shall not exceed one-half (1/2) hour in length per session.

#### **ARTICLE 4** **HOURS**

A. Except as modified by Article 31, Extended Hours Program, hours for all employees covered by this contract shall be a seven (7) hour work day from either 8:00AM to 4:00PM or 8:30AM to 4:30PM. There shall be an unpaid lunch period of one (1) hour and two paid fifteen (15) minute breaks, one in the morning and one in the afternoon. Each break shall not exceed fifteen (15) minutes, provided that such breaks shall not be used either to lengthen the lunch period or shorten the work day; the starting times, the lunch times and break times are to be set by the Director. The total work week is thirty-five (35) hours. Seventy (70) hours shall comprise every two-week pay period. The Director, or his designee, after giving the Union an opportunity to discuss any change in advance and subject to the approval of the Board shall have the right for efficient operation of Board affairs to make changes in the starting and ending times of the daily work schedule so long as the total work does not exceed 70 hours in each two-week pay period.

B. All employees shall register for work each day by the use of time clocks, except at the beginning and end of the morning and afternoon breaks.

C. The time allowed under this Section C. is not meant to change an employee's start times, but is meant to be used in emergent or unforeseen circumstances.

1. An employee may register for work up to fifteen minutes past his/her scheduled start time; any such employee must leave work that same day the same number of minutes past his/her regular end of day time. This time shall only be available at the beginning of the work day and shall be made up only at the end of the same work day.

2a. At the sole discretion of the Director, a trial period may be established during which an employee may use a total period in any one day of fifteen minutes for either or both of that employee's morning start time and start time after lunch.

2b. The total time utilized in any one day may not exceed fifteen minutes.

2c. Any employee utilizing such time must make up the total minutes utilized at the end of that same work day.

2d. Whether or not to implement any such trial period and the duration of any such trial period and the decision to permanently implement or permanently eliminate the after lunch time shall be solely at the Director's option.

Effective December 31, 2006, the language in section C above is hereby deleted.

D. Effective January 1, 2007, employees arriving late, exceeding the one hour lunch period or departing early, shall be docked in increments of six (6) minutes and shall be covered by the following disciplinary procedure:

(1) On an annual basis (January 1 through December 31 of each calendar year), an employee who is late ten (10) or more times will be issued a verbal warning by his/her supervisor.

(2) After fourteen (14) instances of lateness, a written reprimand will be issued to the employee and placed in his/her personnel file. This written reprimand will include the date the verbal warning was given to the employee.

(3) Upon twenty (20) instances of lateness, the employee will be suspended without pay for one (1) day.

(4) Upon twenty-five (25) instances of lateness, the employee will be suspended without pay for three (3) days.

(5) Upon thirty (30) instances of lateness, the employee will be suspended without pay for five (5) days.

(6) Upon thirty-five (35) instances of lateness, the employee will be terminated.

Any employee who feels that he/she has reasonable justification for special consideration due to unusual, mitigating circumstances is to see his/her administrator. At that time, the administrator will review the circumstances and be allowed to present them to the director or deputy director for appropriate consideration.

#### ARTICLE 5 PERSONAL LEAVE AND FLOATING HOLIDAY

A. Each employee in the unit shall be entitled to take up to three (3) days per calendar year personal leave. Such personal leave days shall not be carried over to the following year. During the first calendar year of employment, personal leave days shall be earned at the rate of one (1) day for each one-third (1/3rd) or major fraction thereof of the first calendar year. The employee must notify his supervisor of the employee's intention to take a personal leave day. Except in case of emergency, the prior approval of the supervisor must be obtained. The taking of personal leave in units of one-half (1/2) days is permitted. Personal leave days may also be taken in hourly increments.

B. Each employee in the unit shall be entitled to take one (1) floating holiday per calendar year. Such floating holiday shall not be carried over to the following year. During the first calendar year of employment, the floating holiday shall be earned at the rate of one-half (1/2) day for each one-half (1/2) or major fraction thereof of the first calendar year. The employee must notify his or her supervisor of the employee's intention to take a floating holiday. Except in case of emergency, the prior approval of the supervisor must be obtained. The taking

of this floating holiday must be in units of one-half (1/2) day or one (1) full day. This floating holiday is governed by the procedures for personal days and is separate and distinct from the holidays as delineated in Article 6.

C. Each employee in the Unit must use all but one (1) of his/her personal days and floating holiday by December 1<sup>st</sup> of the calendar year.

## **ARTICLE 6** **HOLIDAYS**

A. **DEFINITION:** Holidays referred to in this section include legal holidays as fixed by statute. These holidays are:

New Year's Day  
Martin Luther King's  
    Birthday  
Lincoln's Birthday  
Washington's Birthday  
Good Friday  
Memorial Day  
Independence Day

Labor Day  
Columbus Day  
Election Day  
Veteran's Day  
Thanksgiving Day  
The day following Thanksgiving Day  
Christmas Day

and whenever any such day falls on a Sunday, the following day shall become the designated holiday. Whenever a holiday falls on a Saturday, the holiday shall be observed on the preceding Friday. A holiday shall also include any other day established as a holiday by proclamation of the Board.

### **B. GENERAL INFORMATION AS TO HOLIDAYS**

1. If a holiday, as defined above, shall fall during an employee's vacations, such day shall not be charged against the employee's vacation time.

2. Holidays falling within a period of paid absence will entitle the employee to pay for such holiday. Periods of paid absence are: sick leave, vacation leave, compensatory time off and personal time.

3. Holidays falling during an unpaid leave of absence will not be credited or paid.

4. In order to qualify to receive holiday pay, an employee must work and register for work on the working day before a holiday and at the designated starting time on the working day after a holiday. The only exceptions thereto shall be for an employee who is on authorized paid leave or who is conducting official agency business with the express prior approval of his/her supervisor/administrator.

5. Those full-time employees who, upon the written directions of the Director, work on a holiday shall be paid at the rate of time and one-half (1 1/2) for such hours worked on such holiday.

6. Those part-time employees who, upon the written directions of the Director, work on a holiday shall be paid at their straight time rate for such hours worked on such holiday.

7. Seasonal, summer and per diem employees are not entitled to holiday pay.

#### **ARTICLE 7** **SICK LEAVE**

**A. Sick leave may be granted for:**

1. Personal illness by reason of which the employee is unable to perform the usual duties of his position.

2. Serious illness of a member of the employee's immediate family or household, as such family and household are defined under Bereavement Leave, which illness requires the attention and care of the employee. The sick leave granted under these circumstances shall in no event exceed five (5) working days. Thereafter, such employee must use vacation leave and/or personal leave or must apply for family leave (Article 12.D.).

**B. An employee requesting sick leave must call, within fifteen (15) minutes after the employee's start time, his/her supervisor directly or leave his/her supervisor a voicemail as to his/her absence.**

**C. Agency procedure for earning and accumulating sick leave shall be as follows:**

1. Each employee shall earn one (1) working day for each full month of service during the remaining months of the first calendar year of employment.

2. After the first calendar year, permanent employees shall earn and accumulate sick leave at the rate of one and one-quarter (1 1/4) working days per month for each calendar year of employment.

3. After the first calendar year, provisional employees shall earn and accumulate sick leave at the rate of one (1) working day per month for each calendar year of employment.

4. An employee must work a majority of the working days of a calendar month in order to earn and accumulate sick leave time at the applicable rate. Such earned sick leave may be utilized by the employee even though it may not be reflected on the employee's pay check.



5. Part-time employees are eligible for sick leave. The amount earned is proportional to the allowance of a full-time employee. It is determined by the number of standard hours worked in each pay period.

6. Summer, seasonal and per diem employees are not eligible for sick leave.

7. Accumulated sick leave is forfeited by the employee upon his/her separation (including deferred retirement) from employment with the Board, except if separation is for the purpose of retirement as indicated in Article 19-K.

8. An employee using a sick leave day on the working day prior or subsequent to a holiday must provide acceptable medical evidence justifying the absence.

9. A provisional employee who, by reason of illness, is off the payroll for one (1) complete pay period is automatically terminated from employment and must request rehiring in the normal required manner, unless said employee is on an approved leave of absence.

10. Sick leave time must be earned prior to its use. Should an employee use none or only a portion of his/her earned sick leave time for any year, the amount not taken accumulates to his/her credit from year to year during his/her employment.

11. An employee, who has been absent on sick leave for periods totaling fifteen (15) days in one calendar year consisting of periods of less than five (5) days, shall submit acceptable medical evidence for any additional sick leave in that year unless such illness is of a chronic or recurring nature requiring recurring absence of one (1) day or less, in which case only one (1) certificate shall be necessary for a period of six (6) months.

12. The cause for an employee's absence must be reported daily, unless the employee provides adequate explanation and reason to cover several days. In any sick leave time of five (5) or more consecutive working days, a doctor's certificate must be submitted with diagnosis, prognosis and expected date of return; at the employee's option, such certificate may be submitted to his/her immediate supervisor, department assistant administrative supervisor, department administrative supervisor, deputy director or Director. The Director retains the right in sick leave cases less than five (5) days to conduct an inquiry into the sick leave request, and/or require a doctor's certificate, and/or require an examination by a doctor chosen by the agency.

13. Doctor's notes and medial certificates are to be kept confidential.

14. Abuse of sick leave may subject the employee to disciplinary action. Abuse of sick leave shall be defined as: patterned absenteeism, excessive absenteeism (which shall be defined as any sick leave time taken in excess of the number of paid days allowed by annual allotment, without basis) and may include absence before or after any leave day (paid or unpaid) or any holiday.

**ARTICLE 8**  
**UNSCHEDULED ABSENCES**

If for any reason an employee is unable to report for duty, he/she must notify his/her supervisor, and if that supervisor is not available, the designated cover supervisor, department assistant administrative supervisor, department administrative supervisor or person designated by the Director, as soon as possible and within fifteen (15) minutes after the scheduled starting time. Irregular or poor attendance may be cause for disciplinary action. An employee absent from work without notification for five (5) consecutive working days will be considered to have resigned from his/her position. Such resignation is considered to be not in good standing.

**ARTICLE 9**  
**WORKER'S COMPENSATION LEAVE**

Subject to the approval of the Board, an employee of the Board who is disabled through injury or illness arising out of, or in the course of the employment (as defined and determined by N.J.S.A. 34:15-1 et seq., New Jersey Workers' Compensation Act), and who is unable to report to work, may elect to utilize accumulated sick leave. In lieu of using accumulated sick leave, an employee may elect to request a leave of absence as provided by the Article which, if granted, shall not reduce accumulated sick leave. Any employee paid salary or wages due to utilization of sick leave shall assign to the agency any workers' compensation award made for temporary disability because of the same injury or illness requiring such leave.

For a period of sixty (60) calendar days following the date of injury or illness requiring Workers' Compensation leave, if the employee elects not to use sick leave, or sick leave is insufficient to cover this sixty (60) day period, an employee who is disabled as defined above shall be eligible for Workers' Compensation Leave. Workers' Compensation Leave is leave without pay but allows the employee full use of all workers' compensation insurance carrier and will be payable directly to the employee by the carrier.

After the sixty (60) calendar day period has expired, an approved employee who remains disabled, as defined above, shall begin to receive the full salary to which he/she would be otherwise entitled with no reduction in accumulated sick leave. Full wage benefits paid by the Board under this paragraph shall terminate after one (1) year from date of injury or illness. Any such employee who receives such full salary shall assign all temporary workers' compensation payments to the agency.

For all leave granted under this article, the Board may require that the employee be examined by a physician designated by the Board to determine the nature, cause and extent of the injury or illness. The cost of such examination shall be paid by the Board. Failure of the employee to submit to such examination shall disqualify said employee from further benefits under this section and subsequent absences shall be unexcused.

Any employee who has been rejected for this leave by the Board may reapply to the Board upon submission of further independent medical verification. Any employee who has been granted said leave shall continue to accrue all time, leave benefits and health benefits during the duration of approved leave.

#### ARTICLE 10 JURY DUTY

A leave of absence shall be granted to an employee called for jury duty, provided proper notification has been given to the Director or his designee. This leave of absence shall not be charged against employee's vacation or sick leave privileges. For the time served on Jury, full pay will be given according to the basic rate of pay usually received for a standard work period. Fees received as a juror, other than meal and travel allowances, shall be returned to the Board.

#### ARTICLE 11 BEREAVEMENT LEAVE

Employees shall be entitled to bereavement leave with pay to attend or make arrangements for the funeral of a member of their immediate family. No more than five (5) days leave with pay per occurrence may be utilized for the death of a spouse, child or parent; no more than three (3) days leave with pay per occurrence may be utilized for the death of other members of the immediate family, as defined below. Sick leave may be used in addition to bereavement leave in the event that additional days are needed during the calendar year in accordance with Civil Service Regulations. Immediate family is defined as and is limited to brother(s), sister(s), mother-in-law, father-in-law, brother(s)-in-law, sister(s)-in-law, son(s)-in-law, daughter(s)-in-law, grandparents, grandchildren, step-parent or any other relative residing in the employee's household.

#### ARTICLE 12 LEAVE OF ABSENCE

A. Leave without pay. A permanent employee may, for reasons satisfactory to the Board and the Department of Civil Service, be granted a personal leave of absence without pay and without service credit for time absent for a period not to exceed six (6) months, provided it is considered to be in the best interests of the Board. An additional period not to exceed a six (6) month leave may be granted under the same circumstances by the Board at its discretion upon reapplication by the employee. A provisional employee may, for reasons satisfactory to the Board and the Department of Civil Service, be granted a personal leave of absence without pay and without service credit for time absent for a period of sixty (60) calendar days provided it is considered to be in the best interests of the Board.

1. A personal leave of absence or an excused absence will not be granted to an employee for the purpose of seeking or accepting employment with any other employer, except as may be provided by law.

2. Personal leaves of absence are granted with the understanding that the employee intends to return to his/her Board duties. If an employee fails to return within five (5) consecutive working days after the expiration of the leave or excused absence without notification and approval by the Board or Director, the employee may be considered to have resigned not in good standing.

3. Employees on leave without pay for more than two (2) weeks in any month will not accrue sick and vacation time.

4. An employee on an approved leave without pay for a period of more than one month shall have the option of continuing health benefits at his or her own expense under the group rate for the succeeding nine (9) months at which time all group benefits shall cease.

5. Denial of any request for leave of absence by an employee shall not be the subject of a grievance.

B. Pregnancy Disability. Pregnancy disability shall be extended by the Board upon request and pursuant to the same conditions and standards governing the extension of Article 7, Sick Leave.

C. Military Training Leave. Military training leave shall be granted by the Board and in accordance with Civil Service regulations.

D. Family Leave. Employee may be entitled to family leave under the federal Family and Medical Leave Act (FMLA, and/or under the state Family Leave Act) (N.J.S.A. 34:11B-1, et seq.) and administrative regulations promulgated thereunder. The language of each law as it pertains to this agency shall be deemed a part of this contract. Under the law and regulations, eligible employees must submit in advance a written request to the Director for such a family leave. Family leave granted to any employee shall be without pay.

### ARTICLE 13 EDUCATIONAL LEAVE

A. Educational leave and any other educational benefits that may be made available by the Board shall be at the sole discretion of the Board.

B. There shall be established an Education Committee which shall consist of two (2) employee representatives appointed by the Union and two (2) management representatives appointed by the Director. The training supervisor shall be an additional member and shall chair the Committee. The Education Committee shall make recommendations to the Board regarding the conditions and eligibility guidelines for the granting of any educational benefits for members of the bargaining unit.

C. The Education Committee shall meet on a monthly basis to review all pending applications for educational leave or benefits received. Should there be no applications pending review, the meeting shall be postponed until the following month.

#### ARTICLE 14 HEALTH BENEFITS

A. Eligibility. To be eligible for health benefits, an employee must work full-time; or an employee hired after July 1, 1997 must work a minimum of twenty-six (26) hours per week; or an employee employed by the Agency on June 30, 1997 whose work hours are voluntarily or involuntarily reduced, subject to Board approval, must work a minimum of twenty (20) hours per week.

B. Medical. Premiums for the current State Health Benefits Program are provided for and paid for by the employer. Effective January 1, 2007, the State Health Benefits Program shall be replaced with the County's self-insurance plan which shall be equal to or better than the NJSHBP, in exchange for no premiums to be paid or additional cost sharing on the part of the employee through June 30, 2009.

C. Prescription Plan. The Board shall provide a prescription drug plan (which may be the current plan) and shall pay the full premium for each eligible employee and his/her family. The plan shall be underwritten by a company approved by the New Jersey Commissioner of Insurance for such plans and shall provide for a deductible fee of \$5.00 per transaction. Provisions of the prescription plan shall be detailed in master policies and contracts retained by the Board.

D. Dental Plan. The Board shall provide a Dental Plan known and designated as the Delta Plan as provided by the present health benefits carrier. The Board will agree to provide \$2,000.00 of coverage and, effective January 1, 2004, an increase to \$1200.00 lifetime maximum per patient for eligible dependent children for qualified orthodontic services under the Delta Plan as defined in the Master Policy and shall pay one-hundred percent (100%) of the full premium for each enrolled eligible employee and for his/her family. The plan shall be approved by the New Jersey State Health Benefits Commissioner. The provisions of the Dental Plan shall be detailed in the master policies and contracts retained by the Board.

**E. Vision Care.** The Board shall provide a Vision Care Program for all eligible employees, including spouse and dependents as covered under the State Health Benefits Program. Each covered employee shall be eligible to receive reimbursement for vision care services every year. Such reimbursement is limited to a total of \$450.00 per year per employee. The date of service on the bill shall determine when a service was performed. The payment shall be limited to one (1) per rolling calendar year, based upon the date of service. Once a payment has been received an employee shall not be eligible for another reimbursement payment until one (1) calendar year has elapsed; related services which take place within two (2) months of the first service eligible for reimbursement shall be considered one (1) transaction and the rolling calendar year will relate back to the date of first service. Employees may receive this benefit by obtaining a receipted bill from the optician, optometrist or ophthalmologist which clearly indicates the full name of the recipient of the glasses, the date(s) of service, the type of lens or examination and the dollar amount. This receipt shall then be given or sent to the Director or to the person designated by the Director for this purpose at the Agency. Reimbursement will be by check on supplemental pay days pursuant to submission of Official Administrative Voucher with required documentation attached. An employee, spouse and dependents shall be treated as a single unit. All requirements and restrictions apply to the unit, including the single payment, the rolling calendar year and time frames.

**F.** Each eligible employee will become eligible for the above health benefits plans described in this article on the first day of the month following the completion of sixty (60) days of service with the Board.

**G. Disability Plan.** The Board agrees to become a covered employer under the Temporary Disability Benefits Law in accordance with Public Law 1980, Chapter 18, (N.J.S.A. 43:21-25 et seq.). The implementation of this disability plan shall be on a co-pay basis and shall be administered in strict accordance with the statutory mandate cited above.

**H. Retirement Benefits.**

(1) Pursuant to N.J.S.A. 52:14-17.38 and N.J.S.A. 40A:10-23, the Bergen County Board of Social Services shall pay the premium of periodic charges for the medical benefits provided to a retired employee and the employee's dependents covered under the program, if the employee retired from the Bergen County Board Social Services after twenty-five (25) years or more of service credit in a New Jersey State or locally administered retirement system and a period of service with the Bergen County Board of Social Services at the time of retirement, excepting the employee who elected deferred retirement; the Bergen County Board of Social Services shall also reimburse the retired employee for the employee's premium charges under Part B of Medicare covering the retired employee and the employee's spouse, as provided by State law. These benefits shall be limited to employees who entered the pension system on or after July 1, 1964. The Bergen County Board of Social Services shall pay the premium or

periodic charges for the benefits provided to the surviving spouse and dependents of such an eligible retired employee, and shall also reimburse the premium charges under Part B of Medicare for such surviving spouse. Eligibility and enrollment shall be in accordance with the rules and regulations as may be adopted, from time to time, by the State of New Jersey.

(2) (a) Any employee who retires from the Board with twenty-five (25) years or more of credit in the state administered retirement system and has a period of service of twenty-five (25) years or more with the Board, excluding any employee who elected deferred retirement, shall continue to receive dental insurance coverage. The Board agrees to pay the premium or periodic charges for dental insurance coverage. The Board agrees to pay the premium or periodic charges for dental insurance coverage for such eligible retired employees and the employees' dependents, including spouse, and including surviving spouse and dependents of such an employee.

(2) (b) Such dental insurance coverage for eligible retirees and their dependents, including spouse and survivors, shall be the same or similar coverage as provided for its active employees in the bargaining unit, as far as practicable and subject to any insurance company limitations or restrictions.

(3) (a) Any employee who retires from the Board with twenty-five (25) years or more of credit in the state administered retirement system and has a period of service of twenty-five (25) years or more with the Board, excluding any employee who elected deferred retirement, shall continue to receive certain vision care reimbursement.

(3) (b) The provision for vision care reimbursement shall not include dependents and spouses, and shall be in the same amount and subject to the same conditions as provided to active bargaining unit employees.

#### ARTICLE 15 LIFE INSURANCE

Employees enrolled in the Public Employees Retirement System shall be entitled to life insurance in accordance with the rules and regulations of the Public Employees Retirement System.

#### ARTICLE 16 SALARY, WAGES AND OTHER COMPENSATION

A. 1. Effective July 1, 2006, all employees shall have a salary adjustment step-to-step which shall provide a 3.4% salary increase over the salary schedule in effect as of June 30, 2006 rounded to the nearest dollar. Retroactive pay shall only be given to any employee on the Board's payroll as of the date of the execution of the Memorandum of Agreement.

2. Effective July 1, 2007, all employees shall have a salary adjustment step-to-step which will provide a 3.5% salary increase over the salary schedule in effect as of June 30, 2007 rounded to the nearest dollar.

3. Effective July 1, 2008 all employees shall have a salary adjustment step-to-step which will provide a 3.6% salary increase over the salary schedule in effect as of June 30, 2008 rounded to the nearest dollar.

4. (i) The salary range for the Human Services Specialist 1 title will be Range 14.

(ii) A full-time Human Services Specialist 1 will be promoted to Human Services Specialist 2 one (1) year from the date he/she becomes permanent as a Human Services Specialist 1 provided his/her performance is satisfactory.

(iii) A part-time Human Services Specialist 1 will be given priority and consideration for available full-time employment as a Worker Human Services Specialist 1 or 1 based upon and subject to his/her performance evaluation, subject to the approval of the Director.

5. Effective January 1, 2007, the Board will create a 10<sup>th</sup> salary step, which shall be five percent (5%) above Step 9 base salary range. Only employees with twenty-five (25) years of continuous service with the Board, with at least one (1) year at Step 9, shall be eligible for Step 10.

6. The salary schedules pursuant to the above adjustment shall be appended to this contract as Appendix A and shall form a part of this contract.

#### **B. ANNIVERSARY DATES**

1. All employees covered by this Agreement shall have annual anniversary date based on date of hire. Anniversary dates shall be on a quarterly basis. Employees shall be assigned an anniversary date of January 1, April 1, July 1 and October 1, as follows:

(a) Employees hired on January 2<sup>nd</sup> through April 1<sup>st</sup> shall be assigned an anniversary date of April 1<sup>st</sup> of the following year.

(b) Employees hired on April 2<sup>nd</sup> through July 1<sup>st</sup> shall be assigned an anniversary date of July 1<sup>st</sup> of the following year.

(c) Employees hired on July 2<sup>nd</sup> through October 1<sup>st</sup> shall be assigned an anniversary date of October 1<sup>st</sup> of the following year.

(d) Employees hired on October 2<sup>nd</sup> through December 1<sup>st</sup> shall be assigned an anniversary date of January 1<sup>st</sup> of the second year following date of hire.



2. In those situations where the employee is promoted or reclassified and his salary adjustment equals two (2) or more increments in the old range, a new anniversary date shall be assigned to the employee on the effective date of such salary increase in the same manner as indicated above for newly hired employees.

3. An employee who is on leave of absence without pay for a period of time equaling or exceeding three (3) months shall have his/her anniversary date reassigned on a quarter-to-quarter basis commensurate with the amount of time comprising the leave of absence.

C. Notwithstanding anything to the contrary contained herein, the Board reserves the right to withhold a merit increment to any employee covered by this agreement for poor performance by said employee. The Board shall have an annual written performance evaluation completed by the appropriate supervisory personnel for each employee covered by this agreement.

#### **ARTICLE 17** **LONGEVITY**

A. Payments shall be made to employees with unbroken, continuous, long-term service to the county as follows:

1. Employees completing 108 months (9 years) through 167 months of service shall receive \$1,600.00.

2. Employees completing 168 months (14 years) through 227 months of service shall receive \$1,900.00.

3. Employees completing 228 months (19 years) or more of service shall receive \$2,200.00.

4. Employees who qualify for longevity according to the above schedule and have been at maximum (9<sup>th</sup> Step) of their present range for at least one (1) year shall receive \$1,600.00 in addition to the amount received under the above schedule. This additional longevity payment shall continue if an employee changes ranges for any reason, including promotion, change of title, range change, etc.

B. Longevity payments shall be made according to the following schedule:

1. All longevity payments will begin to be earned on the first of the month following the month in which an employee qualifies for such payment.

2. Longevity payments shall be added to the yearly salary and paid on a pro rata basis in each by-weekly pay check.

C. Effective September 30, 1996, there shall be no longevity payments for any employees hired after that date.

**ARTICLE 18**  
**VACATIONS**

A. Full-time Employees may be granted vacation leave as follows:

1. One (1) working day for each month of service or major fraction thereof during the first year.

2. After one (1) year of service through five (5) years of service, fourteen (14) working days per year.

3. After five (5) years of service through twelve (12) years of service, seventeen (17) working days per year.

4. After twelve (12) years of service through sixteen (16) years of service, twenty-two (22) working days per year.

5. After sixteen (16) years of service through twenty (20) years of service, twenty-three (23) working days per year.

6. After twenty (20) years of service, twenty-five (25) working days per year.

B. Service includes all temporary and/or provisional continuous service immediately prior to permanent appointment with the Board or other county office provided there is no break in service of more than one (1) week. Any increase in vacation days based on years of continuous County service will be credited at the beginning of the calendar year in which the employee attains it with the anticipation that his/her employment will be continuous throughout the calendar year. All employees shall be subject to this vacation plan.

C. Part-time Employees will earn vacation leave on a prorated basis in accordance with Paragraph A above.

D. Seasonal Employees will not be granted vacation leave.

E. Employees resigning or retiring shall be granted vacation leave prorated on the basis of current annual allowance divided by 12, multiplied by the number of months of service completed within a particular year.

**F. Accumulation of Vacation**

1. Where in any calendar year the vacation leave or any part thereof is not utilized by an employee, it shall accumulate and shall be granted during the next succeeding calendar year only. In no event may any employee carry over more than one (1) year's accumulated vacation into the next calendar year.

2. Per diem workers are not eligible for vacations.

**G. Vacation for Veterans** A retiring veteran shall be entitled to full vacation time for the year of return and for the year preceding, provided the latter can be taken during the year of return.

**H. Deceased Employees** Whenever any employee in the classified service dies, payment shall be made to the estate of such deceased employee for all earned and unused vacation leave, personal leave and compensatory time, within the limits set forth within Section F above, based on the last approved compensation rate for the deceased employee.

**ARTICLE 19**  
**GENERAL INFORMATION**

A. In the event of the termination of employment prior to the repayment of advanced vacation or personal leave, the necessary salary adjustment will be made on the employee's final paycheck. Additionally, all property, equipment and manuals belonging to the Board must be returned by any employee prior to the termination. The appropriate cost of any such property, equipment or manuals will be deducted from the final paycheck of any such employee for the failure to return any said property. If the final paycheck is insufficient to satisfy any repayment or payment, such amount which remains due and owing will be a debt owed by that such employee to the Board.

B. If the employee resigns with proper notice, or plans to retire, he may be paid for his earned and unused vacation leave as of the effective date of the termination. In no case may an employee be paid for more than a two (2) year allotment of unused vacation leave. Proper notice shall mean that the employer shall receive written notice two (2) weeks in advance of the last planned working day. The employer upon good cause shown may waive this requirement. Failure to waive this requirement, however, shall not be the subject of any grievance.

C. If the employee should die while employed, a sum of money equal to his/her earned and unused vacation leave shall be paid to his/her estate.

D. The salary paid to the employee while on vacation leave will be the same amount the employee would have earned had he/she worked regular straight time hours during the vacation period.

E. An employee on approved vacation leave or sick leave will continue to accrue vacation leave according to his/her length of service and regular work schedule.

F. Every effort is made to arrange vacation schedules to meet the individual desires of all departmental employees. When there is conflict in the dates of proposed vacation schedules, preference, within reason, shall be given to the employee with seniority. All requests for vacation leave must be approved or denied by the employee's Supervisor or Administrator within ten (10) business days of the submission of the written request. The Director may require that vacations be scheduled when the needs of the agency require it.

G. The Union shall have the right to distribute, through the employee's mail boxes and/or desks, all material dealing with the proper and legitimate business of the Union, except during working hours.

H. There shall be no union meetings on Board premises without prior consent of the Director who agrees not to withhold such consent without just cause.

I. Neither the Union nor any employee represented by it, will engage in, or support any strike, work stoppage, slowdown, or other job actions.

J. There shall be no union activity on Board premises during business hours, except by mutual consent and as hereinbefore agreed upon.

K. Payment of accumulated sick leave, upon retirement, shall be as follows:

1. Employees, upon retirement, (Service Retirement, Accidental Disability Retirement, or Ordinary Disability Retirement), who are covered by the Public Employee's Retirement System, or those employees who are not covered by the Public Employee's Retirement System who are age 60 or older with ten (10) years service with this agency retiring after July 1, 1985, shall be granted a lump sum payment in accordance with the following:

One-half (1/2) of the employee's earned and unused accumulated sick leave days multiplied by the daily rate of pay based upon the average base daily pay received during the twelve-month period immediately prior to the effective date of retirement, provide, however, that no such lump sum payment shall exceed \$20,000.00 for those employees who retire on or before December 31, 2006. For those who retire on or after January 1, 2007, the lump sum payment shall not exceed \$15,000.00.

2. Part-time employees who are covered by the Public Employees' Retirement System are eligible for this benefit providing they work a minimum of twenty (20) hours per week.

L. The Union, through representatives of their own choosing, shall be permitted to meet with and talk to new employees of the Board whose employees fall within the covered job titles as defined in Article 1. Said meeting shall take place at the offices of the Board during the training of said employees, and may be conducted during office time; however, in no event shall said meeting exceed one (1) hour in duration.

M. The Union shall be permitted the use of two (2) locked bulletin board, at the offices of the Board, which shall be provided by the Union at no cost to the Board. Said bulletin boards shall be the appropriate and exclusive locations for the posting of union business. The locations of the bulletin boards shall be in the employees' lunchrooms. The Union shall be permitted the use of an additional locked bulletin board if in the future the Board shall open an additional branch office as a separate location, to be provided by the Union at no cost to the Board. Matter on a bulletin board deemed offensive to a reasonable person shall be removed within 10 minutes upon notification by the Director or his designee to the CWA local President, vice-president, treasurer and/or secretary, in that order.

N. The Union shall be permitted to provide a reasonable number of file cabinets for its own use for the exclusive storage for Union business materials. The location of these file cabinets shall be at the mutual agreement of the parties. Management can request these file cabinets to be relocated to keep in conformance with personnel changes or general reorganization.

O. In any case wherein the term Director is used, it is intended to refer to the Director of the Board or any other person duly authorized by him to function at his direction or in his position.

P. Upon twenty-four (24) hours notice, an employee may have reasonable access to his personnel file once each calendar year. Additional review shall be granted if the employee has a grievance or disciplinary matter pending. Requests for copies of material in the personnel file shall be honored. The first three (3) documents shall be without cost to the employee if the request is reasonable. It is further understood by the parties that nothing of an anonymous nature shall be placed in an employee's file. It is further understood that each employee shall receive a copy of any material to be placed in his or her file and each employee has the right to respond to any material placed in his or her file and that response will be maintained in the personnel file.

Q. At the Director's discretion, a reasonable amount of time may be allowed for tardiness because of inclement weather or adverse traffic conditions. Permission for an employee's use of personal time shall not be unreasonably withheld. This shall not abridge any management right to deduct a full day for an employee's absence on a day in which the office opens later than usual or closes earlier than usual. Any determination made under this paragraph shall not be the subject of any grievance.

R. The Union president shall be allowed one (1) hour leave time with pay each Monday, Wednesday and Friday for the last hour of his/her work day to conduct Union business. The Union vice president shall be allowed one (1) hour leave time with pay each Tuesday and Thursday for the last hour of his/her work day to conduct Union business. These meetings shall occur at a location agreeable to the Board and to the Union. Employees wishing to meet with the Union president or vice president shall be permitted to leave their work station only with the permission of their Supervisor which permission shall not be unreasonably withheld.

S. If the Board, by the action of the New Jersey Legislature, is dissolved as an ongoing entity, the Board shall use reasonable efforts to place current employees in other comparable positions within the county or other state positions and/or to obtain employment for current employees with any private sector employer.

T. The parties agree that the part-time bargaining unit workforce shall not exceed twenty percent (20%) of the total bargaining unit.

**ARTICLE 20**  
**LEAVE FOR ATTENDANCE AT**  
**UNION CONFERENCES AND CONVENTIONS**

A. Union delegates will be afforded leave with pay and without pay to attend such conferences, conventions or meetings as may be established by the international union and/or its constituent parts.

B. The Union shall provide to the Board written notice of the authorization of delegates to utilize such leave. Said notice shall be provided at least ten (10) days in advance of the date or dates of the commencement of said conferences, conventions or meetings. The Director shall respond to the Union's request within five (5) business days.

C. Leave shall be granted to not more than two (2) delegates at any one time and provided that:

1. The delegates are authorized to attend by the appropriate officer of the Union; and,

2. The delegates have received written permission of the Director of the Board before leave may be utilized. Leave time to attend union conferences, meetings and conventions shall be limited to an aggregate total of thirty-seven (37) days, twenty-seven (27) of which shall be with pay and ten (10) of which shall be without pay annually, no more than fifteen (15) of which may be utilized by any individual in any one (1) year commencing with the effective date of this agreement. Notwithstanding the above, four (4) union members will be authorized to attend the Union National Convention, two (2) with pay and two (2) without pay; four (4) union members will be allowed to attend training at any one time, two (2) with pay and two (2) without pay.

D. Leave time which is not utilized during the one (1) year period as defined above, shall not be accumulated and shall be forfeited at the end of said one (1) year.

## ARTICLE 21 TRANSPORTATION & REIMBURSEMENT

A. Each employee covered by this contract who is attending special seminars and/or conferences approved by the Board, shall receive a transportation and meal allowance in addition to their regular full-time pay for the period of the approved seminars and conferences. Meal allowances where appropriate shall be paid to employees while attending special seminars or conferences along the following guidelines:

1. For those conferences or seminars requiring an overnight stay, the employee shall be reimbursed as follows:

- a. Ten Dollars (\$10.00) for breakfast;
- b. Fifteen Dollars (\$15.00) for lunch; and,
- c. Twenty-Five Dollars (\$25.00) for dinner.

2. Employees attending an official conference or seminar which has as its meeting site a location ten (10) miles or more away from the main office shall be reimbursed where appropriate as follows:

- a. Ten Dollars (\$10.00) for lunch; and,
- b. Twenty Dollars (\$20.00) for dinner.

B. Employees authorized to use their own cars for agency business shall be compensated at the Internal Revenue Service rate as of January 1 for that calendar year per mile, provided that mileage vouchers are submitted no later than five (5) working days of the month following accrual of the mileage period. Every effort will be made by the agency to reimburse the employees on a timely basis which will not be later than the tenth working day.

C. Each employee who is authorized and routinely required to utilize his/her automobile on Board business shall receive, in addition to the above mentioned expenses, an allowance of \$18.00 per month (effective July 1, 2006); \$19.00 per month (effective July 1, 2007); \$20.00 per month (effective July 1, 2008) towards the cost of his automobile insurance while such insurance is in force. Each such employee shall present to the welfare board a proper certificate of insurance carried by said employee, indicating coverage in the amount of \$100,000.00/\$300,000.00 and \$25,000.00 property damage. This certificate of insurance shall consist of the "face sheet" of the policy showing the name and address of the insured, the automobile(s) covered, the amounts of insurance, the term of insurance, etc. This insurance coverage shall be mandated of each and every employee who is authorized and routinely required to utilize his/her automobile on Board business.

D. Effective January 1, 2007, employees who use their personal vehicles for Board use shall use a Board vehicle, if available, in which event such employee shall be obligated to follow all Board rules as to vehicle usage, including returning the vehicles to the Board offices at the end of the work day.

## ARTICLE 22 SENIORITY AND PROMOTIONS

A. Seniority, as it relates to promotions shall be defined as continuous employment in the job title with the Board. In all other instances, seniority shall be defined as continuous employment with the Board.

B. Seniority shall be the determining factor in all promotions within the agency if all other qualifications are substantially equal. All promotions are subject to rules and regulations of the Department of Civil Service.

## ARTICLE 23 GRIEVANCE PROCEDURE

### A. Purpose

1. The purpose of the procedure is to secure at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and conditions of employment, and to insure that every employee is given a fair and open hearing process consistent with the principles of due process and fundamental fairness.

2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Administration, and having the grievance adjusted without the intervention of the Union.

### B. Definitions

The term "grievance" shall mean an allegation that there has been:

1. A misinterpretation or misapplication of the terms of this agreement which is subject to the grievance procedure outlined herein and shall hereinafter be referred to as a "contractual grievance"; or,

2. Inequitable, improper, unjust application or misinterpretation of rules or regulations, existing policy, or orders applicable to the Board, which shall be processed up to and including the Board, and shall hereinafter be referred to as a "non-contractual grievance."



### C. Grievance Procedure

1. There shall be no loss of pay for the time spent in presenting the grievance by the grievant, one union representative, one note taker and any relevant witnesses, who are employees of the Board throughout the grievance procedure.

2. Disciplinary actions against an employee shall be stayed until the Board of the Administration has acted upon the grievance. Copies of all documents and evidence that the Board used to impose disciplinary action will be provided to the Union upon request.

3. If the Administration shall fail to respond in a timely manner to any Step 1 and/or Step 2 grievance, the grievance shall advance to the next appropriate step in absence of any written determination.

### D. All grievances shall be resolved in the following manner:

#### 1. Step 1

(a) The grievant or the Union on behalf of the grievant, shall institute action under the provisions hereof, in writing, signed and delivered to his/her Supervisor with a copy to the Director, within fifteen (15) working days of the occurrence complained of, or within fifteen (15) working days after the grievant would reasonably be expected to know of its occurrence. Failure to act within said fifteen (15) days shall be deemed to be a waiver of any right to grieve the occurrence. The grievant may be represented by a Union Steward or Officer of the Union, who may be an employee of the Board.

(b) The Supervisor shall render a written decision within ten (10) working days after receipt of the grievance, which decision shall set forth the basis for the decision.

#### 2. Step 2

(a) In the event satisfactory settlement has not been reached during the Step 1 process, the grievant or the Union on behalf of the grievant, shall, in writing and signed, file a grievance with the Director within ten working days following the grievant's receipt of the Step 1 determination or within ten working days from the date the decision should have been received. The grievant or the Union may request a hearing before the Director, or the Director's designee (the "Hearing Officer"). The grievant may be represented by a Union Steward or Officer of the Union, who may be an employee of the Board. The Union will also be permitted to have a representative present to take notes during the proceeding at no loss of pay; such person must remain silent, and may not speak or interrupt or participate in the hearing in any manner unless permitted to do so by the Hearing Officer.

(b) The Hearing Officer shall hold a hearing on the grievance within ten (10) working days of the filing of the complaint. The Hearing Officer shall render a decision, in writing, within ten (10) working days after the receipt of the date of the hearing.

3. Step 3

(a) In the event satisfactory settlement has not been reached with the decision, the grievant or the Union on behalf of the grievant, may, within five (5) working days of receipt of the Step 2 decision, submit the written grievance to the Board. In the event the grievant or the Union files the grievance with the Board at least ten (10) working days prior to a Board meeting, the matter shall be placed on the agenda for the next Board meeting at which time, the Board shall conduct a hearing and consider all evidence presented. The Board hearing will be considered a *de novo* review. All Board hearings shall be conducted in a fair manner consistent with the due process rights of the grievant. The Board will render its decision no later than the meeting following the conclusion of the hearing. The Board's decision shall be memorialized by resolution setting forth findings of fact and conclusions of law adopted within forty-five (45) days of its decision.

(b) At the hearing before the Board, the grievant may only be represented by an Officer of the Union or the International Union Representative, or both, or an attorney.

4. Step 4

(a) Any unresolved contractual grievance (as defined in B1. Definitions, above) except matters involving appointment, promotion or assignment or matters within the exclusive province of the Department of Civil Service, or the Department of Civil Rights, may be appealed to arbitration, and only by the Union. The Union must file the request for arbitration within twenty (20) working days after the receipt of the Board's decision. No arbitration hearing may be scheduled until thirty (30) days have expired from the date of receipt of the request filed by the Union.

(b) Nothing in this agreement shall be construed as compelling the Union to submit the grievance to arbitration or to represent an employee before any agency, department or in any judicial proceeding. The Union's decision to request the movement of a grievance to arbitration or to terminate the grievance prior to submission to arbitration shall be final as to the interests of the grievant and the Union.

(c) In any matter which the grievant seeks to adjudicate his/her complaint before the Department of Civil Service, Department of Civil Rights or before any other agency or body constituted to afford the grievant a remedy, or before any court of competent jurisdiction, then that forum shall be the exclusive jurisdiction before which the grievant may seek a remedy and any pending matter before the arbitrator shall be dismissed. An election of remedy by any grievant of a process other than this grievance procedure shall be deemed an absolute waiver of this procedure. This waiver shall be final and binding upon all parties.

(d) The arbitrator shall be selected by the parties from the panel of arbitrators maintained by the American Arbitration Association ("AAA") or the Public Employment Relations Commission ("PERC"), in accordance with their selection process.

(e) The parties shall meet at least ten (10) working days prior to the date of the arbitration hearing to frame the issues to be submitted to the arbitrator and to stipulate the facts of the matter in an effort to expedite the hearing.

(f) The decision or award of the arbitrator shall be final and binding on the welfare board, the Union and the grievant to the extent permitted by and in accordance with applicable law and this agreement.

(g) The arbitrator may prescribe an appropriate back pay remedy when a violation of this agreement is found, provided such remedy is permitted by law and is consistent with the terms of this agreement, except that no award shall exceed the board's authority. The arbitrator shall have no authority to prescribe a monetary award as a penalty for a violation of this agreement.

(h) The arbitrator shall not have the power to add to, subtract from, or modify the provisions of this agreement and shall confine his/her decision solely to the interpretation and application of this agreement. The arbitrator shall confine his/her determination to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted, nor shall he/she submit observations or declarations or opinions which are not essential in reaching the determination.

(i) The costs of the services of the arbitrator shall be borne equally by the Board and the Union. Any other expenses incurred in connection with the arbitration shall be paid the party incurring the same.

(j) The cost of the transcript, if any, will be borne by the party requesting it. If both parties request a transcript, the cost will be shared equally.

(k) The arbitrator shall hold a hearing at a time and place convenient to the parties as expeditiously as possible after a selection is made and the arbitrator shall issue a decision within thirty (30) days after the close of the hearing.

#### ARTICLE 24 RIGHTS OF MANAGEMENT

A. Nothing in this contract shall abrogate the management rights of the appointed officials in charge of the various units of the Board. The Board retains the exclusive right to hire, direct and schedule the working force; to plan, direct and control operations; to discontinue, reorganize or combine with any subsequent reduction or other changes in the working force observing demotional rights established by Civil Service procedures; to hire and lay off

employees in accordance with Civil Service procedures; to hire and lay off employees in accordance with Civil Service procedures; to introduce new or improved methods or facilities regardless of whether or not the same cause a reduction in the working force, and in all respects to carry out the ordinary and customary functions or management, including the establishment of reasonable work and employee guidelines, rules and agreements, so that the Administration can effectuate its policy of effectively and efficiently delivering services to the clients of the Board, recognizing that these clients are the citizens of Bergen County most in need. Further, no management prerogative reserved solely to the discretion of the Board by the terms of this agreement shall be made the subject of a grievance.

B. The Director may discipline employees up to and including termination only for sufficient cause which shall include but not be limited to misconduct or negligence. The imposition of discipline shall be progressive in nature, corrective in intent and consistent with the principles of due process as may be appropriate under the circumstances. The Director shall immediately notify the employee, the local Union officer and the Department of Civil Service of the penalty and reason for same.

C. The purpose of the grievance procedure is to enable the Administration to enforce reasonable work and employee guidelines, rules and agreements, including the terms of this Collective Bargaining Agreement, so that the Administration can effectuate its policy of effectively and efficiently delivering services to the clients of the Board, recognizing that these clients are the citizens of Bergen County most in need.

#### ARTICLE 25 DUES AND REPRESENTATION FEE CHECK OFF

A. The Board agrees to deduct the amount of monthly union dues from the paychecks of each employee who furnishes a written authorization for such deduction to the Board. Dues shall be seven-eighths (7/8ths) of two (2) hours of pay per month, for full-time employees and similarly prorated for part-time employees. Dues shall be computed on the basis of the standard hourly rate. Other amounts may be deducted, as so certified to the Board by the Union, at least thirty (30) days prior to the date on which the deduction of union dues is to be made. Deductions of union dues shall be remitted by the employer to the Union at the end of the calendar month in which such deductions are made, together with a list of employees from whose pay such deductions were made.

B. The Board agrees to deduct an agency representation fee in accordance with Public Law 1979, Chapter 477, (N.J.S.A. 34:13(a)-5.5 et seq.) from the salary of those persons whose positions are included in the bargaining unit but who are not members of the union local. This deduction shall be computed based on the amount as certified to the Board by the Union, but shall not exceed eighty-five percent (85%) of the normal union dues computed on an individual basis using the formula in paragraph 1 of this Article. The parties further understand and agree that no union dues or representation fee will be deducted from any employee whose title is

defined in the agreement as a confidential employee. Any such deduction or change in deduction shall take place within thirty (30) days of certification or notification to the Board by the Union.

C. The Union shall further agree to indemnify and hold harmless the Board from any cause of action, suit or claim concerning the deduction of said union dues and representation fee from the pay of any employee of the Board.

#### ARTICLE 26 CREDIT UNION CHECKOFF

The Board agrees to deduct from the compensation of any employee of this agency an amount as requested by the employee for transmittal of those funds to the South Bergen Federal Credit Union subject to the following conditions:

A. All requests for transmission of payments by the Board on behalf of any employee must be in writing on a form provided by the Board submitted to the Payroll Department of this Agency.

B. Each employee who registers for this benefit must agree to hold harmless the Board and waive any claim against this agency for any errors or misapplication of funds by the Credit Union or for any event beyond the control of this Agency which may cause a delay in the transmission of funds or improper or inaccurate deposit of the proceeds in the Credit Union.

C. The Board shall transmit all the requested deductions in one (1) paycheck by mail no later than the close of the first business day after issuance of the payroll.

D. Employees may register for this Plan or change the amount of their deduction twice annually from January 1<sup>st</sup> through January 30<sup>th</sup> and from July 1<sup>st</sup> through July 31<sup>st</sup>. Any employee may withdraw from the Plan entirely upon two (2) weeks written notice to the Payroll Department of this Agency.

E. Eligible employees shall enroll for this Plan by indicating the amount they wish deducted from each paycheck which amount shall be a fixed dollar amount not to exceed seventy percent (70%) of the employee's net pay rounded to the nearest ten dollars (\$10.00).

F. If there are two (2) occurrences of the issuance of a negative pay check in any one (1) year period to any employee that employee shall forfeit his right to utilize the credit union deduction in this Article.

G. The Board may terminate this benefit upon thirty (30) days written notice to the Union and the Credit Union.

**ARTICLE 27**  
**EFFECTIVE LAWS**

All provisions of this agreement are subject to law. In the event that any provision of this agreement shall be rendered illegal or invalid under any applicable law or regulation by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by such tribunal or appropriate administrative agency pending a final determination as to its validity, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

**ARTICLE 28**  
**WORK SCHEDULE, OVERTIME, COMPENSATORY TIME OFF**

A. The Director as indicated in Article 4 shall have the right, for the efficient operation of Board affairs, to make changes in starting and stopping times of the daily work schedule so long as the total work does not exceed seventy (70) hours in each two (2) week period.

B. **Overtime**

1. Employees who are eligible for overtime and work such overtime shall be paid as follows:

(a) For hours worked beyond thirty-five (35) hours per week, up to and including forty (40) hours per week, payment shall be at straight time.

(b) For hours worked in excess of forty (40) hours in one week, payment shall be at time and one-half (1 1/2).

(c) The employees' standard hourly rate (the annual salary divided by 1820 annual hours of work) shall be used in computing overtime pay.

(d) Part-time workers shall not be entitled to time and one-half pay unless they work more than forty (40) hours in a week.

(e) When a holiday is observed during the regular bi-weekly pay period and the employee received pay for that day, those hours shall be included in the computations of overtime for that period.

(f) When an employee receives sick pay or vacation pay during the regular bi-weekly pay period, those hours of sick or vacation pay shall be included in the computation of overtime for that period.

(g) When an employee is required to work on a holiday, he shall receive time and one-half (1 1/2) for the hours worked on the holiday.

(h) Overtime must be authorized by the Director and entered on the weekly time sheets.

(i) Overtime earned may be credited to the employee's compensatory time off account to the extent permitted in the section covering compensatory time off. The taking of such compensatory time off may be arranged only at the discretion of the Director.

**C. Compensatory Time Off**

(a) Employees who work in excess of regular hours with the approval of the Director may elect to have such time credited to their compensatory time off account, subject to law. If such time is worked at straight time, the compensatory time off account shall be credited at straight time. If such time worked is overtime in excess of forty (40) hours, the compensatory time off account shall be credited at one and one-half (1 1/2) hours worked.

(b) Compensatory time off, subject to the approval of the Director, may be accumulated up to a maximum of seventy (70) hours. Employees entitled to overtime pay or compensatory leave must elect between the above options no later than the end of the pay period or within three (3) working days in which the overtime hours were accumulated.

**D. On-Call Duty and Pay**

An employee required to be on-call or on the beeper shall receive a per-diem stipend. For a weekday day (beginning at 4:00PM and ending at 8:00AM the following morning) the per diem stipend will be \$25.00. For a weekend or holiday day (beginning at 8:00AM and ending at 8:00 AM the following morning) the per diem stipend will be \$40.00. Friday is a weekday, and coverage will begin at 4:00PM on Friday afternoon and end at his/her normal rate of pay rounded up to the next one-half (1/2) hour. Assignments and procedures shall be as determined by the Board.

**ARTICLE 29**  
**HEALTH AND SAFETY COMMITTEE**

Three representatives of the Union and three representative of the Board shall meet on a monthly basis as a joint Health and Safety Committee. This committee will meet on the 3<sup>rd</sup> Thursday of each month at 3:00PM, unless the committee by majority vote at a regularly scheduled monthly meeting and for good cause stated changes the meeting date and/or time of the next succeeding monthly meeting. This committee will discuss operating procedures or policies relative to the safe operation of the physical plant, work environment, health and well-

being of the employees in the unit. This committee shall be an advisory body and its recommendations shall be non-binding. The Director shall establish this committee within thirty (30) days after ratification of the agreement.

### ARTICLE 30 FLEXIBLE SPENDING ACCOUNT

The Board agrees to make deductions from the compensation of any employee of this Agency for transmittal to the American Family Life Assurance Company of New York (AFLAC) subject to the following conditions:

A. All requests for transmission of payments by the Board on behalf of any employee must be in writing on a form provided by the Board for AFLAC and submitted to the payroll department of the Board.

B. Each employee who registers for this benefit must agree to hold harmless the Board and waive any claim against the Board for any errors or misapplication of funds by AFLAC, or for any event beyond the control of this Agency which may cause a delay in the transmission of funds, or improper or inaccurate deposit of the proceeds in AFLAC, and any individual's future taxes as required by State and/or Federal law.

C. The Board shall transmit all the requested deductions in one (1) check by mail, or by electronic transmission, no later than the close of the third business day after the end of the month, for the payrolls of that month.

D. Employees may register for this Plan or change the amount of their deduction annually between November 1 and November 30 to be effective January 1 of the following year. The limits on contributions for the first year will be the usual annual limits, as stated below. Newly hired employees will be eligible to participate in the Plan after 90 days of employment, only during an enrollment period as stated in this paragraph.

E. Eligible employees shall enroll and be considered participants of the Plan by completing a salary redirection agreement which will indicate the amount they wish deducted on a pre-tax basis for qualified medical insurance, and/or unreimbursed medical, and/or dependent day care.

F. The limit for unreimbursed medical expenses will be a fixed dollar amount, \$1,800.00 per year. This deduction shall be in accordance with Section 105 of the IRS Code.

G. The limit for child care expenses shall be a fixed dollar amount, \$5,000.00 per year. This deduction shall be in accordance with Section 129 of the IRS Code.

H. Medical insurance premiums will be deducted per paycheck based on actual premium costs. These deductions shall be in accordance with Section 106 of the IRS Code.



I. If there is a negative pay check in any pay period to any employee, that employee shall forfeit the right to have deductions as defined in this Article.

J. The Board may terminate this benefit upon thirty (30) days written notice to the Union.

K. The Board will pay the administrative expenses for the above Flexible Spending Account.

L. Any unused employee funds at the termination of every annual contract with AFLAC will be reimbursed to the Board by AFLAC, after sixty (60) days following the end of a calendar year.

M. In the even of the termination of employment at the time a participating employee's plan account(s) has a negative balance, the amount of each negative balance shall be deleted from that employee's final paycheck. If the final paycheck is insufficient, any remaining negative balance will be a debt owed by such employee to the Board.

N. This entire Section shall be governed by State, and/or Federal law and the IRS Code.

### **ARTICLE 31**

### **EXTENDED HOURS PROGRAM**

In the event the Board implements the four (4) day work week, individual employee preference will be taken into consideration in the decision regarding the employee's schedule. Any such decision is subject to the grievance procedure, but only in writing with no right to a hearing, and only through Step 2 of the grievance procedure and the decision of the Director or his designee shall be final and binding.

There will be an Extended Hours Program at Bergen County Board of Social Services.

A. The Director has sole discretion to establish, maintain, modify, eliminate, expand, change day(s) off, etc. of the Extended Hours Program.

B. During the initial trial period, the Board will be open from 8:00AM to 8:00PM one (1) day per week. The Extended Hour day will be the same day every week, however, the Director, in his/her sole discretion may change the Extended Hour Day for any week or weeks (Example: holiday or extenuating circumstance).

C. Employees participating in the program will be permitted to work any one of the following work shifts:

1. 12:00 (Noon) to 8:00PM on the extended day with a one (1) hour unpaid lunch and two (2) paid fifteen minute breaks.

2. 8:30AM to 8:00PM on the extended day with a one (1) hour unpaid lunch and three (3) fifteen (15) minute breaks

3. 8:00AM to 8:00PM on the extended day with a one (1) hour unpaid lunch, another one-half (1/2) hour unpaid meal break and three (3) fifteen (15) minute paid breaks.

D. No employee will be required to work over title unless they are compensated at the hourly rate of the higher title.

E. Any time off during a scheduled extended hour day shall be charged as actual hours (10 ½ hours for those on the 8:00AM to 8:00PM or 8:30AM to 8:00PM schedule who take a full day off).

F. Those full-time employees who work the ten and one-half (10 1/2) hours extended day two (2) days in a pay period shall receive one seven (7) hour day off.

G. If a holiday falls on an employee's day off, the employee shall have the option to take the day off before or after the holiday, receive compensatory time credit, not to exceed a total of thirty-five (35) hours or receive payment for the holiday at the Directors discretion. If the employee chooses the option of a day off, he/she must provide written notice to his/her supervisor of the chosen day within two (2) weeks after the Extended Hour Program schedule is posted.

H. Problems which arise under the Extended Hours Program may be submitted to the Extended Hours Committee and thereafter, or initially, may be presented as grievances which shall be processed up through and including Step 2 of the grievance process, for the decision by the Director or designee, which decision shall be final and binding.

I. The Director reserves the right, at any time and for any day or days, to offer employees the option of choosing straight pay in lieu of days off.

J. There shall be an Extended Hours Committee consisting of eight (8) members, four (4) appointed by the Director and four (4) appointed by the Union. The Committee shall elect a Chairperson from among its members. The Committee shall meet at least once (1x) per month.

K. The Committee shall address issues presented to it by Management, the Union, employees and its own members.

L. The Committee will make an interim report to the Director within four (4) weeks of the contract signing; and a final report with recommendations will be made to the Director within six (6) weeks of the contract signing.

M. The Committee shall periodically issue reports and recommendations to the Director. Each such report or recommendation shall be adopted by a majority vote of the membership of the Committee; for each such report or recommendation there may also be a minority report or recommendation. Any three (3) bipartisan members of the committee, acting in concert, may at any time present a report or recommendation to the Director.

N. At the request of either party, the Union and the Board will meet and discuss, in the event there are problems which cannot be resolved through the Extended Hours Committee, or if issues of greater magnitude impacting on the CWA bargaining unit develop involving of the Extended Hours Program.

### **ARTICLE 32** **FULLY BARGAINED**

The parties agree that:

A. They have fully bargained and agreed upon all terms and conditions of employment;

B. This agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been subject to negotiations;

C. These terms and conditions of employment will not be changed during the life of this agreement.

### **ARTICLE 33** **RATIFICATION**

The parties agree that upon settlement of all terms of this agreement, the Union and the Board shall submit the same for ratification within thirty (30) days of settlement. The parties further agree that written notification within five (5) working days of the ratification meeting shall be given to the other party indicating the acceptance or rejection of the proposed agreement.

### **ARTICLE 34** **REVIEW BY STATE**

This Agreement shall be submitted to the Division of Family Development of the Department of Human Services, State of New Jersey, for review consistent with the terms of P.L. 1984, C. 14.

IN WITNESS WHEREOF, the parties have caused these presents to be signed and dated by their proper officers and/or agents.

BERGEN COUNTY BOARD OF  
SOCIAL SERVICES

James Carroll  
JAMES CARROLL, CHAIRPERSON  
9/18/07

COMMUNICATIONS WORKERS OF  
AMERICA, AFL-CIO

Paul Mason 10/18/07  
Deane Savage 10/18/07  
Stuart Wood 10/18/07  
Stanley Grogg 10/18/07  
\_\_\_\_\_

**BERGEN COUNTY BOARD OF SOCIAL SERVICES  
SALARIES AS OF JULY, 1 2006**

<b>RNG</b>	<b>STEP_1</b>	<b>STEP_2</b>	<b>STEP_3</b>	<b>STEP_4</b>	<b>STEP_5</b>	<b>STEP_6</b>	<b>STEP_7</b>	<b>STEP_8</b>	<b>STEP_9</b>
0	18654	19610	20558	21503	22456	23407	24362	25306	26260
1	19640	20624	21606	22585	23572	24551	25540	26518	27502
2	20670	21705	22741	23783	24807	25842	26876	27905	28944
3	21761	22848	23937	25018	26105	27192	28277	29361	30448
4	22869	24020	25164	26303	27448	28592	29737	30875	32018
5	23989	25188	26384	27582	28786	29982	31183	32380	33584
6	25188	26447	27709	28972	30233	31498	32761	34019	35283
7	26447	27774	29096	30421	31751	33067	34394	35722	37043
8	27774	29166	30554	31947	33335	34731	36118	37518	38905
9	29166	30623	32082	33544	35000	36459	37916	39375	40834
10	30622	32151	33682	35211	36743	38271	39798	41331	42860
11	32151	33756	35362	36968	38574	40175	41778	43384	44989
12	33756	35439	37125	38808	40496	42179	43866	45541	47232
13	35439	37211	38987	40760	42523	44298	46073	47844	49620
14	37211	39068	40933	42790	44649	46509	48372	50227	52092
15	39068	41025	42970	44927	46881	48830	50778	52732	54689
16	41025	43073	45123	47182	49233	51283	53339	55388	57440
17	43073	45232	47388	49545	51700	53856	56011	58169	60323
18	45232	47492	49755	52010	54274	56538	58795	61059	63320
19	47492	49869	52248	54614	56986	59363	61732	64110	66481
20	49869	52361	54857	57349	59846	62339	64837	67328	69825
21	52859	55501	58148	60783	63432	66065	68706	71350	74000
22	54981	57732	60485	63230	65980	68733	71482	74230	76979

**BERGEN COUNTY BOARD OF SOCIAL SERVICES  
SALARIES AS OF JULY, 1 2007**

<b>RNG</b>	<b>STEP_1</b>	<b>STEP_2</b>	<b>STEP_3</b>	<b>STEP_4</b>	<b>STEP_5</b>	<b>STEP_6</b>	<b>STEP_7</b>	<b>STEP_8</b>	<b>STEP_9</b>
0	19307	20296	21278	22256	23242	24226	25215	26192	27179
1	20327	21346	22362	23375	24397	25410	26434	27448	28465
2	21393	22465	23537	24615	25675	26746	27817	28882	29957
3	22523	23648	24775	25894	27019	28144	29267	30389	31514
4	23669	24861	26045	27224	28409	29593	30778	31956	33139
5	24829	26070	27307	28547	29794	31031	32274	33513	34759
6	26070	27373	28679	29986	31291	32600	33908	35210	36518
7	27373	28746	30114	31486	32862	34224	35598	36972	38340
8	28746	30187	31623	33065	34502	35947	37382	38831	40267
9	30187	31695	33205	34718	36225	37735	39243	40753	42263
10	31694	33276	34861	36443	38029	39610	41191	42778	44360
11	33276	34937	36600	38262	39924	41581	43240	44902	46564
12	34937	36679	38424	40166	41913	43655	45401	47135	48885
13	36679	38513	40352	42187	44011	45848	47686	49519	51357
14	38513	40435	42366	44288	46212	48137	50065	51985	53915
15	40435	42461	44474	46499	48522	50539	52555	54578	56603
16	42461	44581	46702	48833	50956	53078	55206	57327	59450
17	44581	46815	49047	51279	53509	55741	57971	60205	62434
18	46815	49154	51496	53830	56174	58517	60853	63196	65536
19	49154	51614	54077	56525	58981	61441	63893	66354	68808
20	51614	54194	56777	59356	61941	64521	67106	69684	72269
21	54709	57444	60183	62910	65652	68377	71111	73847	76590
22	56905	59753	62602	65443	68289	71139	73984	76828	79673

**BERGEN COUNTY BOARD OF SOCIAL SERVICES  
SALARIES AS OF JULY, 1 2008**

<b>RNG</b>	<b>STEP_1</b>	<b>STEP_2</b>	<b>STEP_3</b>	<b>STEP_4</b>	<b>STEP_5</b>	<b>STEP_6</b>	<b>STEP_7</b>	<b>STEP_8</b>	<b>STEP_9</b>
0	20002	21027	22044	23057	24079	25098	26123	27135	28157
1	21059	22114	23167	24217	25275	26325	27386	28434	29490
2	22163	23274	24384	25501	26599	27709	28818	29922	31035
3	23334	24499	25667	26826	27992	29157	30321	31483	32649
4	24521	25756	26983	28204	29432	30658	31886	33106	34332
5	25723	27009	28290	29575	30867	32148	33436	34719	36010
6	27009	28358	29711	31065	32417	33774	35129	36478	37833
7	28358	29781	31198	32619	34045	35456	36880	38303	39720
8	29781	31274	32761	34255	35744	37241	38728	40229	41717
9	31274	32836	34400	35968	37529	39093	40656	42220	43784
10	32835	34474	36116	37755	39398	41036	42674	44318	45957
11	34474	36195	37918	39639	41361	43078	44797	46518	48240
12	36195	37999	39807	41612	43422	45227	47035	48832	50645
13	37999	39899	41805	43706	45595	47499	49403	51302	53206
14	39899	41891	43891	45882	47876	49870	51867	53856	55856
15	41891	43990	46075	48173	50269	52358	54447	56543	58641
16	43990	46186	48383	50591	52790	54989	57193	59391	61590
17	46186	48500	50813	53125	55435	57748	60058	62372	64682
18	48500	50924	53350	55768	58196	60624	63044	65471	67895
19	50924	53472	56024	58560	61104	63653	66193	68743	71285
20	53472	56145	58821	61493	64171	66844	69522	72193	74871
21	56679	59512	62350	65175	68015	70839	73671	76505	79347
22	58954	61904	64856	67799	70747	73700	76647	79594	82541

**BERGEN COUNTY BOARD OF SOCIAL SERVICES  
SALARIES AS OF JANUARY, 1 2007/JULY 12007/JULY1, 2008**

<b>RNG</b>	<b>STEP 10 (1/1/07)*</b>	<b>STEP 10 (7/1/07)*</b>	<b>STEP 10 (7/1/08)*</b>
0	27573	28538	29566
1	28877	29888	30964
2	30391	31455	32587
3	31970	33089	34280
4	33619	34796	36049
5	35263	36497	37811
6	37047	38344	39724
7	38895	40256	41705
8	40850	42280	43802
9	42876	44377	45975
10	45003	46578	48255
11	47238	48891	50651
12	49594	51330	53178
13	52101	53925	55866
14	54697	56611	58649
15	57423	59433	61573
16	60312	62423	64670
17	63339	65556	67916
18	66486	68813	71290
19	69806	72248	74849
20	73316	75882	78614
21	77700	80420	83315
22	80828	83657	86669

\* Eligibility for this step shall be pursuant to Article 16, Section 9 of this agreement